

Executed and delivered in presence C. B. McClelland (SEAL)

of: C. H. Tucker. Maude I. McClelland (SEAL)

State of Kansas Douglas County SS: Be it Remembered that on this 18th day of September A. D. nineteen hundred and nine before me the undersigned, a notary public in and for said county and state, came C. B. McClelland and Maude I. McClelland, husband and wife, who personally known to me to be the identical persons described in and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be ~~that~~ their voluntary act and deed. In testimony whereof I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My commission expires April 10 1911. (SEAL) A. F. Flinn, Notary Public.

Recorded Sept. 18th A. D. 1909 at 2.40 P.M.

Floyd L. Lawrence
Register of Deeds-

This Indenture made this 1 day of July in the year of our Lord one thousand hundred and nine by and between S. C. Emley and Lelage Hall Emley husband and wife of the county of Douglas and State of Kansas, parties of the first part, and the State Savings Bank Topeka Kans., a corporation party of the second part: Witnesseth, That the said parties of the first part, for and in consideration of the sum of Twenty-four Hundred Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto said party of the second part, and to its successors and assigns forever, all of the following described tract, piece, or parcel of land, lying and situate in Lawrence County of Douglass and State of Kansas to-wit: The North fifty feet of Lot 7 (seven) in block number six of Babcocks Enlarged addition to the city of Lawrence. To Have and to Hold the same with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining and all rights of homestead exemption unto the said party of the second part, and to its successors and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will Warrant and Defend the same in the quiet and peaceable possession of the said party of the second part, its successors and assigns forever, against the lawful claims of all persons whomsoever. Provided Always, And this instrument is made executed and delivered upon the following conditions, to-wit: First:-- said Grantors are justly indebted unto the said party of the second part in the principal sum of Twenty four hundred dollars, lawful money of the United States of America being for a loan thereof made by said party of the second part and payable

For Release see margin next Page

This instrument is not for the original instrument